

# MEMORANDUM

Agenda Item No. 8(A)(1)

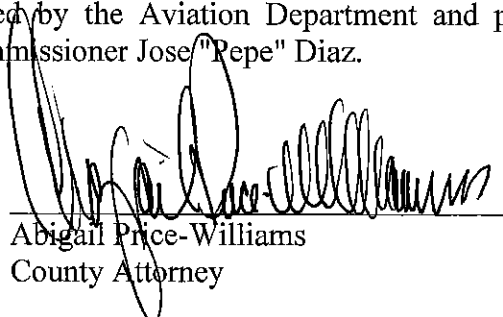
**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 1, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving a  
Nonexclusive License  
Agreement with Breitburn  
Florida, LLC, for continued use  
of an unpaved road at the Dade-  
Collier Training and Transition  
Airport for an initial term of  
twenty years and ten one-year  
periods thereafter, for an initial  
annual license fee of \$750.00;  
and authorizing the County  
Mayor to exercise all provisions  
therein, including cancellation  
and fee increase provisions

The accompanying resolution was prepared by the Aviation Department and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Repe" Diaz.



Abigail Price-Williams  
County Attorney

APW/cp

# Memorandum



Date: December 1, 2015

To: Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

From: Carlos A. Gimenez  
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Approval of Nonexclusive License Agreement with Breitburn Florida, LLC for Continued Use of Unpaved Road at Dade-Collier Training and Transition Airport for an Initial Term of 20 Years with 10 One-Year Extensions, for an Initial Annual License Fee of \$750.00

## **RECOMMENDATION**

It is recommended that the Board of County Commissioners (Board) approve the attached Nonexclusive License Agreement with Breitburn Florida, LLC (Breitburn), formerly Calumet Sunniland LLC, for use of an unpaved road at Dade-Collier Training and Transition Airport (TNT) for an initial term of 20 years with ten (10), one-year periods thereafter, for an initial license fee of \$750.00.

## **SCOPE**

TNT is located primarily in Collier County which borders District 12, which is represented by Commissioner Jose "Pepe" Diaz.

## **DELEGATED AUTHORITY**

In accordance with Section 2-8.3 of the Code of Miami-Dade County requiring identification of delegated authority, the County Mayor or County Mayor's designee will have the authority to cancel the license at any time upon 90 days notice, notify the licensee of increases in the license fee as approved from time to time by the Board, and direct the relocation of the roadway or licensee's premises if needed for airport purposes.

## **FISCAL IMPACT/FUNDING SOURCE**

This license will initially produce annual land-use revenue in the amount of \$750.00, adjusted annually thereafter in accordance with the Miami-Dade Aviation Department's (MDAD) appraisal review of the premises.

## **TRACK RECORD/MONITOR**

Breitburn has a good payment history with the County under the existing agreement. MDAD's Senior Aviation Property Manager, Ulysses Gipson, will monitor the contract.

## **BACKGROUND**

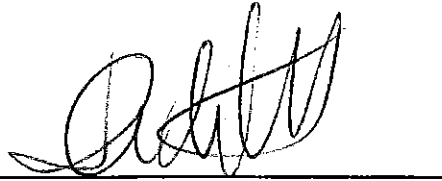
Pursuant to Resolution No. R-955-83 adopted on July 19, 1983, the Board approved the execution of a nonexclusive license agreement with Exxon Corporation for the construction, maintenance, and use of an unpaved road at TNT. Exxon needed the road to access its Raccoon Point Field oil and gas production facilities north of TNT. The initial license agreement term was for 20 years commencing on June 27, 1983, renewable thereafter on a year-to-year basis for ten (10) additional years. That agreement

Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners  
Page 2

expired on June 26, 2013, and the licensee has used the road from time to time thereafter as a hold-over licensee.

On November 1, 1992, Exxon Corporation sold its rights to Calumet Florida Inc. On January 1, 2007, Calumet Florida LLC conveyed the property and license rights to Calumet Sunniland LLC, and, in May 2007, Calumet Sunniland LLC changed its name to Breitburn Florida, LLC.

Breitburn has notified MDAD that it would like to continue using the road by entering into a new license agreement for an initial term of 20 years with ten (10), one-year extensions. The County and Breitburn may cancel the agreement at any time upon 90-days notice.

A handwritten signature in black ink, appearing to read "Jack Osterholt", is written over a horizontal line.

Jack Osterholt, Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** December 1, 2015

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Agenda Item No. 8(A)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor

Agenda Item No. 8(A)(1)

Veto \_\_\_\_\_

12-1-15

Override \_\_\_\_\_

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING A NONEXCLUSIVE LICENSE AGREEMENT WITH BREITBURN FLORIDA, LLC, FOR CONTINUED USE OF AN UNPAVED ROAD AT THE DADE-COLLIER TRAINING AND TRANSITION AIRPORT FOR AN INITIAL TERM OF TWENTY YEARS AND TEN ONE-YEAR PERIODS THEREAFTER, FOR AN INITIAL ANNUAL LICENSE FEE OF \$750.00; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS THEREIN, INCLUDING CANCELLATION AND FEE INCREASE PROVISIONS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum and document, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board approves the attached Nonexclusive License Agreement with Breitburn Florida, LLC, for its continued use of an unpaved road at Miami-Dade County's Dade-Collier Training and Transition Airport for an initial term of twenty years and ten one-year terms thereafter, for an initial annual license fee of seven hundred fifty dollars (\$750.00), and authorizes the County Mayor or County Mayor's designee to exercise all provisions therein, including cancellation and fee increase provisions.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Jean Monestime, Chairman	
Esteban L. Bovo, Jr., Vice Chairman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Audrey M. Edmonson
Sally A. Heyman	Barbara J. Jordan
Dennis C. Moss	Rebeca Sosa
Sen. Javier D. Souto	Xavier L. Suarez
Juan C. Zapata	

The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of December, 2015. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



David M. Murray

Agreement No. 008341

Customer No. BREI -5303

**NONEXCLUSIVE LICENSE AGREEMENT  
BETWEEN  
MIAMI-DADE COUNTY THROUGH ITS AVIATION  
DEPARTMENT, AS LICENSOR,  
AND  
BREITBURN FLORIDA LLC  
AND ITS SUCCESSORS AND ASSIGNEES, AS LICENSEE,  
FOR USE OF PORTIONS OF THE  
TRAINING AND TRANSITION AIRPORT**

THIS NON-EXCLUSIVE LICENSE AGREEMENT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between MIAMI-DADE COUNTY THROUGH ITS AVIATION DEPARTMENT, ("MDAD" OR "LICENSOR"), which principal address is 5200 NW 21 Street, Miami, Florida 33122 and BREITBURN FLORIDA LLC, which principal address is 515 S. Flower St., 48<sup>th</sup> Floor, Los Angeles, CA 90071, TOGETHER WITH ITS SUCCESSORS AND ASSIGNS, ("LICENSEE"), for use of certain portions of Licensor's Training and Transition Airport in Collier County, Florida.

FOR GOOD AND VALUABLE CONSIDERATION PAID, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. (A) Licensor hereby grants to Licensee, its successors and assigns, subject to the conditions, exceptions, reservations and provisions hereinafter set out, a non-exclusive license and privilege (1) to enter upon those portions of Licensor's lands described on Exhibit "A," attached hereto ("Premises"), and to use and maintain the existing roadway described thereon for Licensee's ingress and egress purposes to Licensee's lands located adjacent to the Training and Transition Airport ("TNT"); and (2) to construct, use, maintain, alter, add to, repair, replace, inspect and/or remove Licensee's electrical and communication systems, including poles, towers, transformers, cables, wires, anchors, fences and other fixtures, appliances, property and appurtenances, in, on, under, along and across, that certain strip of land depicted on Exhibit "B," attached hereto, all being necessary and convenient for Licensee's access, maintenance and operation of its Raccoon Point Field oil and gas production activities. This License shall extend for a term of twenty (20) years from the date first above written and thereafter upon a year-to-year basis, not to exceed ten (10) additional years, cancellable at any time by either party upon ninety (90) days' prior written notice.

(B) All equipment, property, and facilities of Licensee installed in, on, under, or above the Premises shall be installed and maintained by Licensee in the condition required by the Federal Aviation Administration and as may be reasonably required by Licensor. All equipment, property and facilities of Licensee to be installed on the

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Premises in the future must be approved by Licensor and the FAA. All equipment, property and facilities located on the Premises as of the date of this License must be maintained in accordance with the requirements of Licensor and the FAA.

2. Licensee shall pay Licensor a fee in the amount of Seven Hundred Fifty Dollars (\$750.00) annually ("License Fee"), plus applicable Florida sales taxes, in advance as of the date first above written and on each anniversary thereafter, such amount to be increased (but never decreased) annually in accordance with Licensor's standard annual appraisal review of the Premises and Airport properties. Such License Fee may be increased as of October 1, 2016 and extend for the next annual period in accordance with such annual appraisal review. If the fee set forth above is increased as a result of an appraisal, a copy of such appraisal review of the Premises and TNT properties documenting any annual increase in the License Fee will be made available to Licensee upon request. License Fee payments shall be paid by check made payable to "Miami-Dade Aviation Department" and mailed to P.O. Box 526624, Miami, FL 33152-6624.

3. Licensee shall keep the Premises licensed hereunder in a good state of repair, and shall return the Premises to Licensor at the conclusion of this License in the same condition that the Premises were in at the commencement of this License, normal wear and tear excluded.

4. Licensor reserves, for the use and benefit of the County and the public, a right to flight for the passage of aircraft in the air space above the surface of the premises herein described, together with the right to cause in said air space such noise as may be inherent in the operation of aircraft, now known or hereafter used for navigation or flight in the air using said air space or landing at, taking off from or operating on the land or facilities subject to this License.

5. Licensee expressly agrees for itself, its successors, assigns, and contractors, to restrict the height of structures, objects, or natural growth and other obstructions to be located as authorized herein on the described premises to such height so as to comply with Federal Aviation Regulations, including, but not limited to, 14 C.F.R. Part 77, and with the Code of Miami-Dade County, whichever is more restrictive, as same may be amended from time to time.

6. The Licensee expressly agrees for itself, its successors, assigns, and contractors, to prevent any use of the described premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard.

7. In addition to such insurance as may be required by law, the Licensee shall maintain, without lapse or material change, for so long as it uses the Premises, the following insurance (A) Commercial General Liability Insurance on a comprehensive basis, including Contractual Liability, to cover the Licensee's operations conducted on the Premises, in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. The County must be shown as an additional insured with respect to this coverage.

WW



- (B) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used by the Licensee in connection with its operations under this Agreement in an amount not less than:

- (1) \$5,000,000 combined single limit per occurrence for bodily injury and property damage.
- (2) \$300,000 combined single limit per occurrence for bodily injury and property damage covering vehicles when being used by the Licensee off of the AOA.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Licensee under this Agreement. All insurance policies required pursuant to the terms of this Agreement shall be issued in companies approved to do business under the laws of the State of Florida. Such companies must be rated no less than "A-" as to management, and no less than "VII" as to strength in accordance with the latest edition of "Best's Insurance Guide", published by A.M. Best Company, Inc., or its equivalent, subject to approval of the County Risk Management Division.

Any personal property of the Licensee or of others placed in, on, under, and above the Premises and the TNT shall be at the sole risk of the Licensee or the owners thereof, and the County shall not be liable for any loss or damage, except to the extent such loss or damage was caused by the active negligence or willful misconduct or other torts of the County, as limited by Section 768.28, Florida Statutes.

8. Licensee shall indemnify and hold the Licenser harmless from any and all claims, liability, losses and causes of actions which may arise out of the granting of this License, the use of the Premises, the presence of any equipment or property of Licensee placed or installed in, on, under, or above the Premises, and activities on or about the Premises by the Licensee or its employees, agents, contractors, invitees, or trespassers, except to the extent such claim, liability, loss or cause of action is occasioned by the negligence, tortious acts or willful misconduct of MDAD. The Licensee shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits in the name of the County, when applicable, including appellate proceedings, and shall pay all costs, judgments and attorney fees which may issue thereon.

9. In the event that Licenser requires that any equipment, property, or facilities constructed or installed by Licensee on the Licensed Premises be relocated to some other location as a result of the present or future operation of the TNT, upon ninety (90) days written notice from the MDAD, such relocation shall be commenced by the Licensee and diligently pursued to completion at the sole cost and expense of the benefiting entity. This License shall thereupon be terminated and be of no further force and effect. The Licenser shall grant a substitute license to the extent that the facilities and uses permitted hereunder may be relocated to, and fully exercised by Licensee on other lands of the TNT, in Licenser's reasonable determination. Provided, however, that Licenser is entitled to exercise the termination rights set forth in Paragraph 1 above without any obligation to compensate Licensee for such termination. In the event of termination and upon direction by Licenser, Licensee shall restore the premises to the

condition that the Premises were in at the commencement of this License, normal wear and tear excepted, at Licensee's expense.

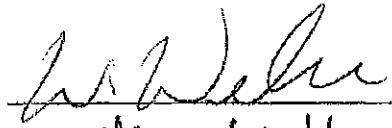
10. By acceptance of this License, the Licensee agrees to the terms and conditions stated herein and further agrees to be bound by and subject to the terms and conditions of those governmental conveyance documents by which Licenser acquired the Licensed Premises, and the terms, conditions or restrictions contained in any agreements between Licenser and the Federal Government relating to the TNT property and the Premises to which this License is subject.

**IN WITNESS WHEREOF**, the Licenser has caused this Nonexclusive License Agreement to be executed on behalf of Miami-Dade County through its Board of County Commissioners, and the Licensee has accepted the same under the conditions stated herein, as of the date first above written.

**MIAMI-DADE AVIATION DEPARTMENT**

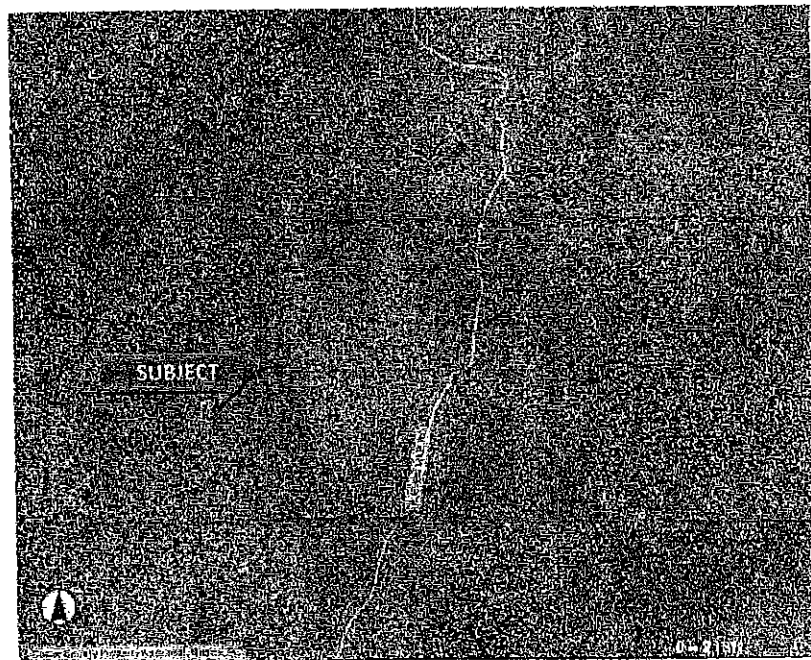
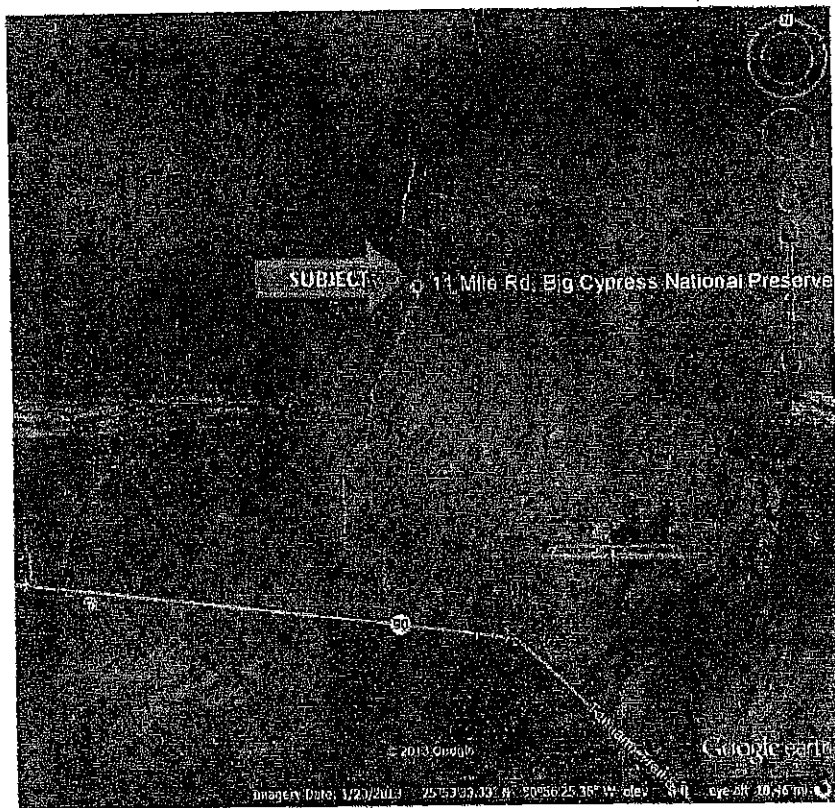
By: \_\_\_\_\_  
Aviation Director

**BREITBURN FLORIDA LLC**, a  
Delaware limited liability company  
By: **BreitBurn Operating L.P.**, a  
Delaware limited partnership, its Sole  
Member  
By: **BreitBurn Operating GP, LLC**, a  
Delaware limited liability company,  
its General Partner

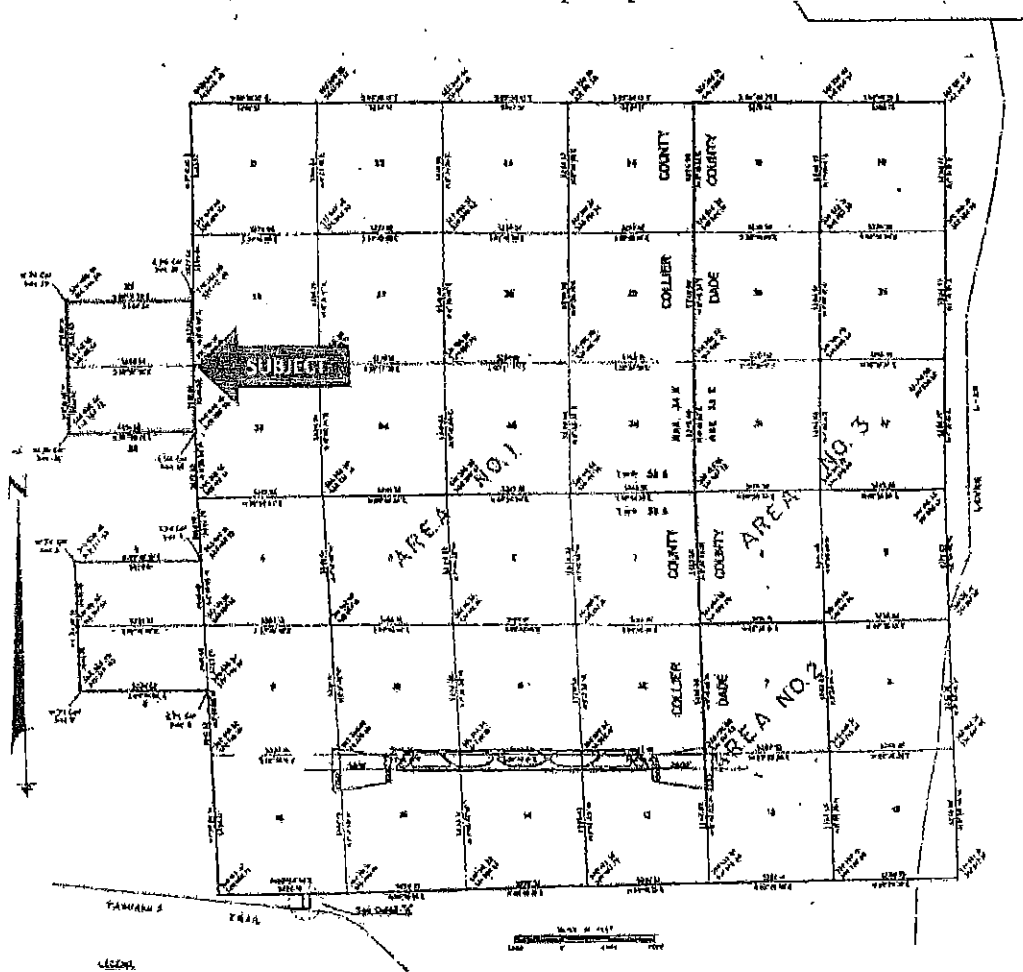
for By:   
Name: William Weldon  
Title: Vice President Land as:  
Attorney in Fact

# **“EXHIBIT A”**





# TNT Ownership Map



# **“EXHIBIT B”**

## DESCRIPTION SKETCH:

A 30.00 foot wide access easement lying 15.00 feet on each side of and continuous with the following described centerline lying in Sections 29 and 32, Township 52 South, Range 34 East, Collier County, Florida:

Commence at the Northwest corner of the South 1/2 of said Section 29; thence South 89°30'04" East, along the north line of said South 1/2 of Section 29, a distance of 3462.89 feet to the centerline of an existing un-paved road (11-MILE GRADE) and the POINT OF BEGINNING of said centerline of access easement, thence along said centerline the following twenty-six (26) courses: (1) thence South 58°37'42" West, a distance of 38.11 feet to a non-tangent curve concave southeasterly and having a radius of 210.25 feet; (2) thence southwesterly along said curve to the left through a central angle of 32°14'17", an arc distance of 122.80 feet (Chord Bearing=South 33°39'44" West, Chord=121.19 feet); (3) thence South 18°19'20" West, a distance of 92.45 feet to a non-tangent curve concave northwesterly and having a radius of 487.49 feet; (4) thence southwesterly along said curve to the right through a central angle of 15°15'08", an arc distance of 134.02 feet (Chord Bearing=South 26°11'54" West, Chord=133.60 feet); (5) thence South 34°04'27" West, a distance of 252.83 feet to a non-tangent curve concave southeasterly and having a radius of 469.59 feet; (6) thence southwesterly along said curve to the left through a central angle of 18°57'00", an arc distance of 155.31 feet (Chord Bearing=South 24°35'57" West, Chord=154.61 feet); (7) thence South 16°12'28" West, a distance of 581.63 feet to a non-tangent curve concave southeasterly and having a radius of 1149.61 feet; (8) thence southwesterly along said curve to the left through a central angle of 13°28'37", an arc distance of 270.52 feet (Chord Bearing=South 09°27'58" West, Chord=269.89 feet); (9) thence South 06°25'19" West, a distance of 177.23 feet; (10) thence South 09°52'45" West, a distance of 262.24 feet to a non-tangent curve concave northwesterly and having a radius of 1757.19 feet; (11) thence southwesterly along said curve to the right through a central angle of 14°11'18", an arc distance of 435.13 feet (Chord Bearing=South 19°14'01" West, Chord=434.02 feet) to a non-tangent curve concave northwesterly and having a radius of 416.85 feet; (12) thence southwesterly along said curve to the right through a central angle of 23°00'51", an arc distance of 157.44 feet (Chord Bearing=South 37°50'06" West, Chord=156.31 feet); (13) thence South 50°30'20" West, a distance of 74.13 feet to a non-tangent curve concave southeasterly and having a radius of 536.13 feet; (14) thence southwesterly along said curve to the left through a central angle of 25°21'54" West, an arc distance of 237.35 feet (Chord Bearing=South 42°38'21" West, Chord=235.41 feet) to a point of reverse curvature of a curve concave northwesterly and having a radius of 1175.35 feet; (15) thence southwesterly along said curve to the right through a central angle of 06°29'04", an arc distance of 174.05 feet (Chord Bearing=South 34°11'57" West, Chord=173.89 feet) to a non-tangent curve concave southeasterly and having a radius of 576.04 feet; (16) thence southwesterly along said curve to the left through a central angle of 26°20'51", an arc distance of 284.89 feet (Chord Bearing=South 30°13'08" West, Chord=282.56 feet); (17) thence South 21°28'52" West, a distance of 225.50 feet; (18) thence South 13°21'35" West, a distance of 539.96 feet to a non-tangent curve concave northwesterly, and having a radius of 749.90 feet; (19) thence southwesterly along said curve to the right through a central angle of 32°29'13", an arc distance of 425.20 feet (Chord Bearing=South 33°16'31" West, Chord=419.52 feet); (20) thence South 45°55'50" West, a distance of 70.23 feet to a non-tangent curve concave southeasterly, and having a radius of 1068.00 feet; (21) thence southwesterly along said curve to the left through a central angle of 17°53'36", an arc distance of 260.15 feet (Chord Bearing=South 37°37'26" West, Chord=259.51 feet); (22) thence South 32°04'08" West, a distance of 144.35 feet to a non-tangent curve concave southeasterly, and having a radius of 907.05 feet; (23) thence southwesterly along said curve to the left through a central angle of 17°53'21", an arc distance of 263.25 feet (Chord Bearing=South 20°04'52" West, Chord=262.10 feet) to a non-tangent curve concave northwesterly, and having a radius of 808.44 feet; (24) thence southwesterly along said curve to the right through a central angle of 18°31'00", an arc distance of 261.27 feet (Chord Bearing=South 23°36'51" West, Chord=260.14 feet) to a point of reverse curvature of a curve concave southeasterly, and having a radius of 1140.53 feet; (25) thence southwesterly along said curve to the left through a central angle of 10°41'14", an arc distance of 212.74 feet (Chord Bearing=South 27°31'44" West, Chord=212.43 feet); (26) thence South 26°20'54" West, a distance of 99.18 feet to the south line of the North 1/2 of aforesaid Section 32 for the POINT OF TERMINATION of said centerline.

The sidelines of said easement shall begin and terminate on the same lines as the centerline.

## SURVEYOR'S NOTES:

1. North and the bearings shown hereon are referenced to the East Zone of the Florida State Plane Coordinate System, North American Datum of 1983 (NAD83). The bearing of South 89°30'04" East along the north line of the South 1/2 of Section 29, Township 52 South, Range 34 East, Collier County, Florida, was held based upon section lines derived from data obtained from the Collier County Property Appraiser website. No Section lines were field surveyed.
2. The Legal Description was prepared by Pickett and Associates, Inc. per client request and is based on a field located centerline of the existing grade road relative to the above described section lines.
3. Distances are in U.S. Survey Feet.
4. THIS IS NOT A BOUNDARY SURVEY.

## LEGEND:

PSM = PROFESSIONAL SURVEYOR AND MAPPER  
R = RADIUS  
L = LENGTH  
Δ = CENTRAL ANGLE  
CB = CHORD BEARING  
CH = CHORD  
□ = PROPOSED UTILITY POLE

*John M. Clouth*  
JOHN M. CLOUTH, P.S.M. - FLORIDA REGISTRATION No. 4092  
PICKETT AND ASSOCIATES, INC. - FLORIDA REGISTRATION No. 18,384

04/30/13  
SURVEY DATE

## DESCRIPTION SKETCH

## SHEET 1 OF 4

A PORTION OF SECTIONS 29 AND 32,  
TOWNSHIP 52 SOUTH, RANGE 34 EAST  
PREPARED FOR: BREITBURN ENERGY  
PROJECT: RACCOON POINT 11-MILE GRADE



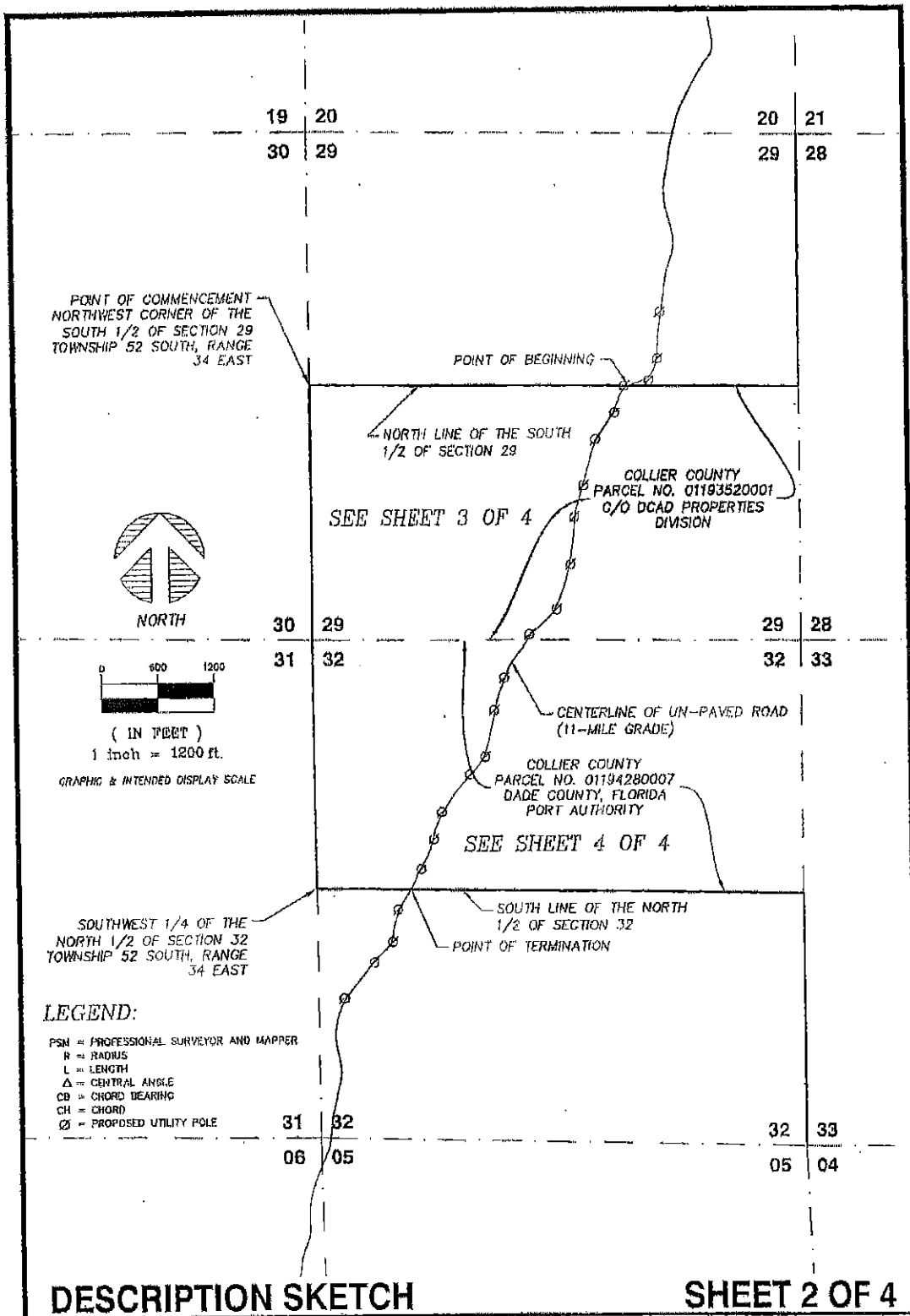
**PICKETT**  
SURVEYING & PHOTOGRAMMETRY  
PICKETT & ASSOCIATES, INC.

478 SOUTH FIRST AVENUE  
NATION, FLORIDA 33603  
PHONE (813) 333-0328  
FAX (813) 333-1444

Project No.	15466-1	No.	Date	Approved	REVISION
Horizontal Scale	1" = 400'	Orig.	04/30/13	JMC	Original Release
DWG. Name	15466-05				
Drawn By	GRA				
Field BR / Pg.	N/A				
Drawing No.	50-3259				

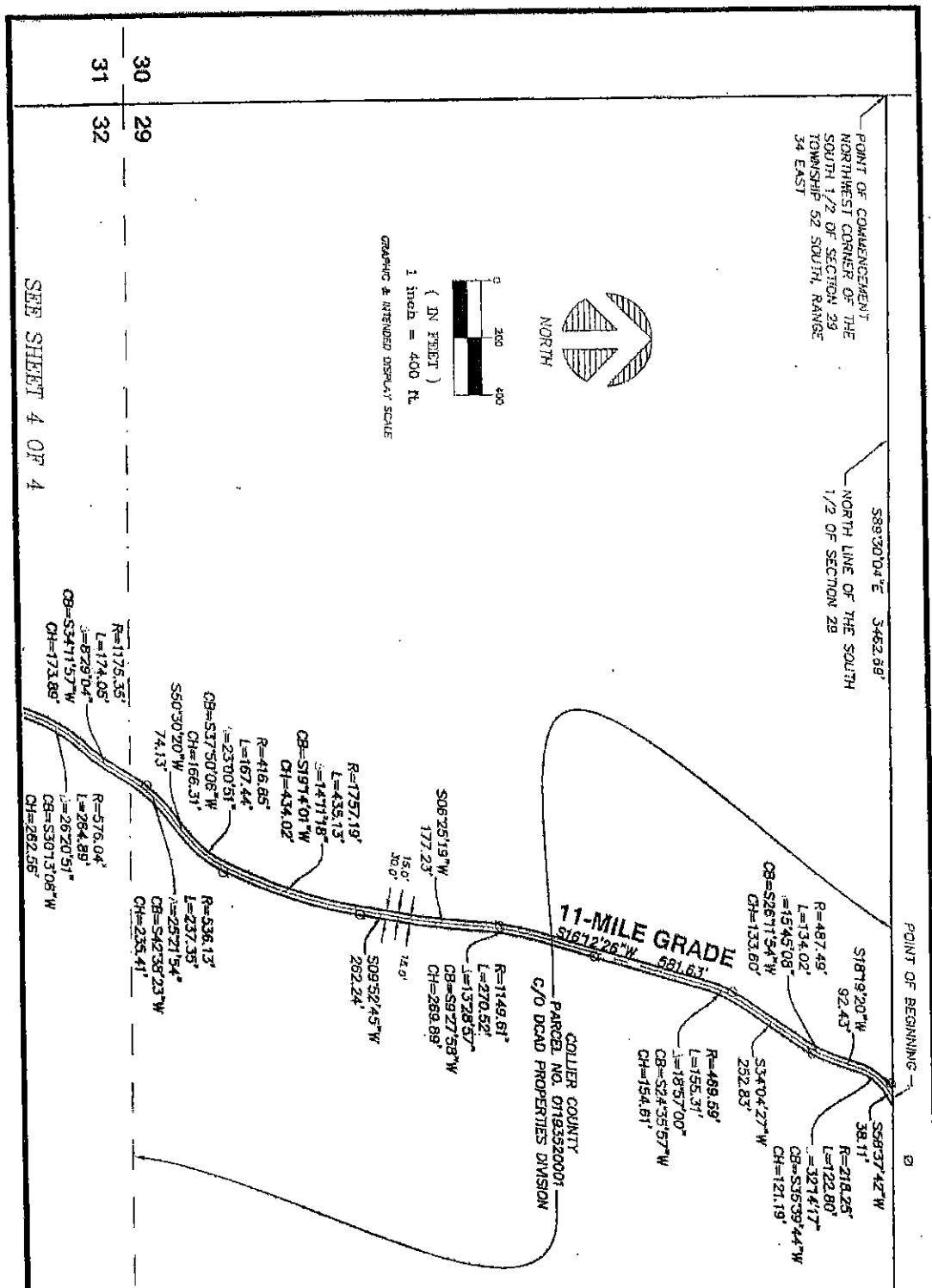
NOT VALID WITHOUT  
THE SIGNATURE AND  
THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER





A PORTION OF SECTIONS 29 AND 32, TOWNSHIP 52 SOUTH, RANGE 34 EAST PREPARED FOR: BREITBURN ENERGY PROJECT: RACCOON POINT 11-MILE GRADE				<b>PICKETT</b> SURVEYING & PHOTOGRAMMETRY PICKETT & ASSOCIATES, INC.		495 SOUTH FIRST AVENUE MIAMI, FLORIDA 33130 PHONE: (305) 333-0225 FAX: (305) 333-1404			
Project No.:	15466-11	No.		Date	04/30/13	Approved	JMC	REVISION	
Horiz. Scale:	1" = 400'	O.R.						Original Release	
DWG. Name:	15466-DS								
Drawn By:	GSA								
Field Bk / Pg.:	N/A								
Drawing No.:	SD 3259								

SEE PAGE 1 OF 4  
FOR SURVEYOR'S  
SIGNATURE, SEAL,  
NOTES, AND  
LEGEND.



## DESCRIPTION SKETCH

SHEET 3 OF 4

A PORTION OF SECTIONS 29 AND 32,  
TOWNSHIP 52 SOUTH, RANGE 34 EAST  
PREPARED FOR: BREITBURN ENERGY  
PROJECT: RACCOON POINT 11-MILE GRADE

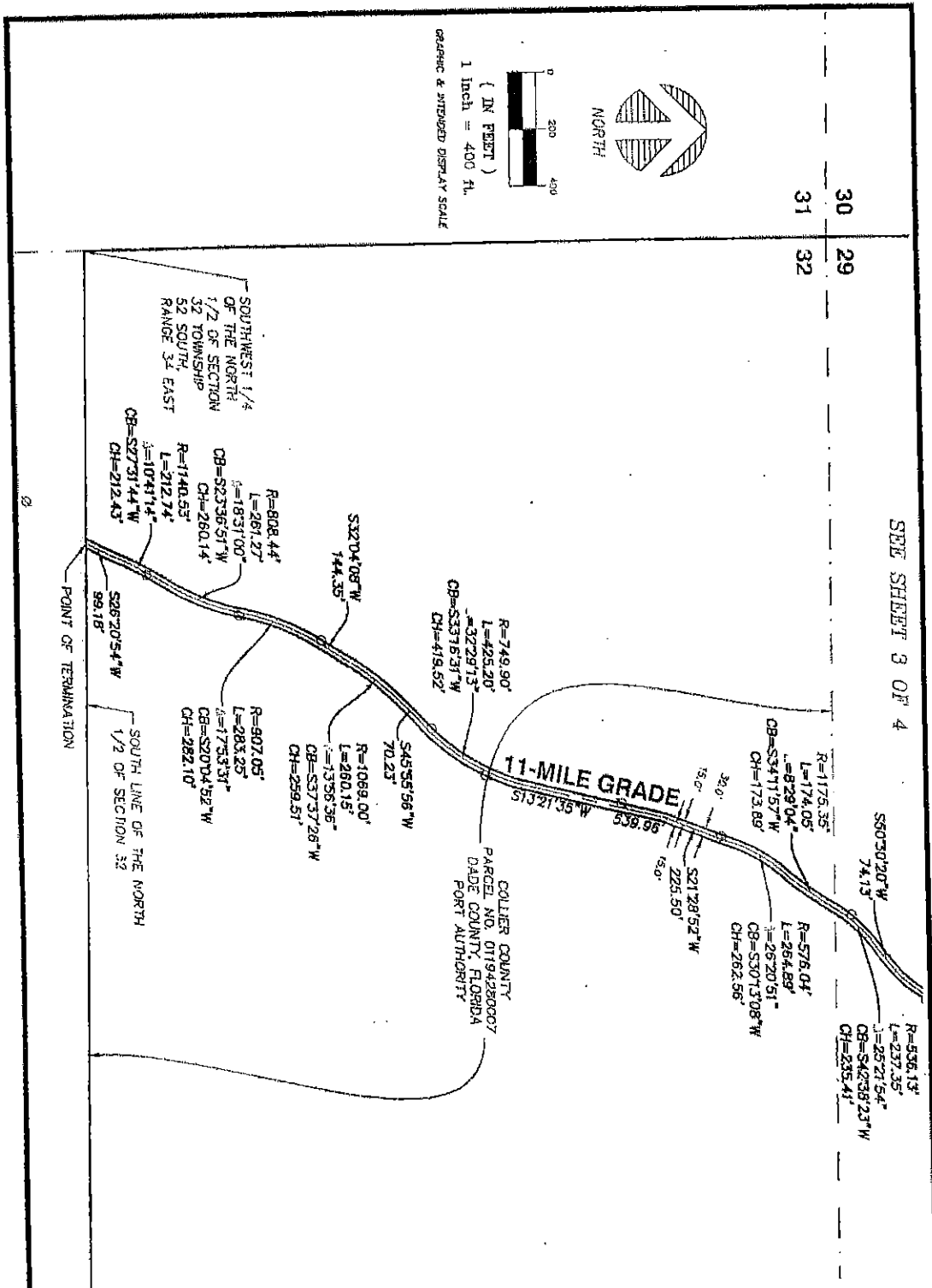


**PICKETT**  
SURVEYING & PHOTOGRAMMETRY  
PICKETT & ASSOCIATES, INC.

476 SOUTH FIRST AVENUE  
GAINESVILLE, FLORIDA 32609  
PHONE (813) 333-9098  
FAX (813) 333-1424

Project No.	15466-11	No.	Date	Approved	REVISION
Horiz. Scale:	1" = 400'	O.R.	04/30/13	JMC	Original Release
DWG. Name:	15466-DS				
Drawn By:	GBA				
Field Bk / Pg.:	N/A				
Drawing No.:	SD 3259				

SEE PAGE 1 OF 4  
FOR SURVEYOR'S  
SIGNATURE, SEAL,  
NOTES, AND  
LEGEND.



## DESCRIPTION SKETCH

## SHEET 4 OF 4

A PORTION OF SECTIONS 29 AND 32,  
TOWNSHIP 52 SOUTH, RANGE 34 EAST  
PREPARED FOR: BREITBURN ENERGY  
PROJECT: RACCOON POINT 11-MILE GRADE



**PICKETT**  
SURVEYING & PHOTOGRAMMETRY  
PICKETT & ASSOCIATES, INC.

479 SOUTH FIRST AVENUE  
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Project No.	15466-11	No.		Date	04/30/13	Approved	JMC	REVISION	Original Release
Horiz. Scale:	1" = 400'	O.R.							
DWG. Name:	15466-DS								
Drawn By:	CBA								
Field Bk / Pg.	N/A								
Drawing No.:	SD 3259								

SEE PAGE 1 OF 4  
FOR SURVEYOR'S  
SIGNATURE, SEAL,  
NOTES, AND  
LEGEND.